

# Commercial Product Warranty

## lotus<sup>®</sup> Professional System



### Warnings

Keep out of reach of children.

Do not remove any sanitizing attachment until sanitizing is complete. Doing so could damage the unit.

Do not place your lotus<sup>®</sup> on or near any hot surfaces.

Do not place any other liquid in the sanitizing attachments apart from municipally treated drinking water, potable water or bottled water. It may be necessary to use filtered or purified water, in some locations.

Do not use this product if it has a damaged cord or plug, not working properly, been dropped or damaged, dropped into any liquid, if you see excessive bubbles in the attachment during processing, or smell a strong overwhelming ozone smell coming from your unit. If any of the above occurs please call 1-800-727-8835 for a return authorization to have the unit inspected, repaired or replaced. Do not try to self-repair as this will invalidate the warranty.

### Limited Warranty

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE FOLLOWING LIMITED WARRANTY FOR THE LOTUS<sup>®</sup> PROFESSIONAL SYSTEM (THE PRODUCT) IS EXCLUSIVE AND IN LIEU OF ALL OTHER ORAL OR WRITTEN REPRESENTATIONS, CONDITIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW, STATUTE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

#### WHAT DOES THE WARRANTY COVER?

We, Tersano (International) SRL, warrant that the Product, at the time of shipment to you, the Purchaser, is free from defects in material and workmanship. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

This Limited Warranty is valid for one year from the date of your purchase of the Product as shown by the sales receipt. Some jurisdictions do not allow limitations on how long any implied warranty lasts, so the above limitation may not apply to you.

#### WHAT DOES THE WARRANTY NOT COVER?

1. Products with original serial numbers that have been removed, altered or cannot be readily determined.
2. Normal wear and tear and gradual deterioration.
3. Product that has been transferred from its original owner to another party or removed outside the USA or Canada.
4. Rust on the interior or exterior of the unit.
5. Products purchased "as-is".
6. Damage caused at any time during shipment.
7. Service which do not involve malfunction or defects in materials or workmanship, or for appliances used other than in accordance with the provided instructions.
8. Service calls to correct the installation of your appliance or to instruct you how to use your appliance.
9. Service calls to replace, filters, or other consumables.
10. Damages caused by: services performed by unauthorized service companies; use of parts other than genuine Tersano parts or parts obtained from persons other than authorized service companies; or external causes such as abuse, misuse, inadequate power supply, accidents, fires, or acts of God.

To the extent allowed by applicable law, our obligation to repair or replace the Product or refund the purchase price of the Product, shall be the full extent of our liability for breach of warranty.

Our liability with respect to any material not of our manufacture shall be limited to the liability assumed by the vendor(s) of such material. Repairs to, alteration of, or work done on the Product warranted by us but without our prior written authorization shall void our warranty on the Product. To the extent allowed by applicable law, this warranty is not transferable and will automatically terminate if the original Product owner/consumer sells or otherwise disposes of the product.

#### WHAT DO WE DO TO CORRECT ANY PROBLEMS?

At our option, we shall repair or replace the Product for any warranty claim made within one year of the date of your purchase of the Product as shown by the sales receipt.

#### EXCLUSIVITY OF REMEDY: LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW THE REMEDIES PROVIDED FOR IN THIS WARRANTY SHALL CONSTITUTE THE SOLE RECOURSE OF YOU AGAINST US FOR BREACH OF ANY OF OUR OBLIGATIONS UNDER OUR AGREEMENT WITH YOU, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, DECEIT, FRAUD, MISREPRESENTATION, OR OTHERWISE.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE), NOR FOR LOST PROFITS, NOR SHALL OUR LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH OUR AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or certain types of damages, so the above exclusions or limitations may not apply to you.

#### WARRANTY REGISTRATION AND CONTACTING US

For Warranty Registration, please:

1. Go to our website: [www.tersanoprofessional.com](http://www.tersanoprofessional.com).
2. E-mail us at: [wecare@tersano.com](mailto:wecare@tersano.com), or
3. Mail us at: Tersano (International) SRL  
100 Sonwil Drive  
Buffalo, NY  
14225

You are encouraged to register the warranty but please be advised that failure to register will not void the warranty.

If in North America, please call 1-800-727-8835

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